

1. Name of Registrant

Burson-Marsteller

2. Registration No.

2469

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify) _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Final contracts

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Earlier contracts submitted by Burson-Marsteller were preliminary. These documents are the completed, signed contracts.

RECEIVED
JUL 11 1982
U.S. DEPT. OF JUSTICE
WASHINGTON, D.C. 20530

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Arat Sessa
[Signature]

Subscribed and sworn to before me at District of Columbia
this 23rd day of Sept., 19 86
[Signature]
(Notary or other officer)

My commission expires 7-31-90

**Agreement for Rendering
of Technical Services**

By means of this private instrument, on one side, FISCHER, JUSTUS, YOUNG & RUBICAM COMUNICAÇÕES S.A., with head offices at Rua Joaquim Floriano, 397 - 2nd and 8th floors, in the Capital City of the State of São Paulo, registered as Corporate Taxpayer under N° 48.085.179/0001-53, in this act represented by the undersigned President Director and Administrative and Finance Director, hereinafter referred to as "CONTRACTOR", and, on the other side, BURSON MARSTELLER, INC., a United States company, organized and existing under the laws of the State of New York, United States of America, with head offices at 230 Park Avenue South, in the City of New York, State of New York, United States of America, in this act represented by the undersigned _____, hereinafter referred to as B-M,

WITNESSETH

WHEREAS, CONTRACTOR will render to Empresa Brasileira de Turismo - EMBRATUR services for the development of the national and international markets, in the public relations and merchandising areas, in order to promote and increase the tourism into Brazil;

WHEREAS, B-M has substantial expertise in the public relations area, at the international level, being able to develop advertising, promotion and public relations campaigns to develop the Brazilian tourism abroad;

WHEREAS, CONTRACTOR is willing to enter into a subcontract with B-M for the rendering, abroad, of the services attributed by EMBRATUR to CONTRACTOR;

WHEREAS B-M is willing to render such services to CONTRACTOR,

THE PARTIES HEREBY AGREE to execute the present Agreement, which will be governed by the following terms and conditions:

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CLAUSE ONE - SUBJECT

B-M will render to CONTRACTOR services for the development of the national and international markets, in the public relations area, in order to promote and increase the foreign tourists flow into Brazil, in accordance with the following items:

- drafting and distribution of press-releases at the international level;
- execution of "fam-trips" and "fam-tours" of journalists and travel agents/operators to Brazil;
- development of complete services of public relations, at the international level (press, market and public opinion);
- development of press advising at international level on a permanent basis;
- development of advice for the execution of special events.

CLAUSE TWO - LEGAL SUBJECTION

B-M hereby acknowledges that it is a subcontracted party of the services that Empresa Brasileira de Turismo - EMBRATUR attributed to CONTRACTOR, which were the subject of the Agreement for Rendering of Technical Services executed on , 1986 between EMBRATUR and CONTRACTOR. B-M declares that it is fully aware of all the terms and conditions of said Agreement and related documents, such as the EBT process, the Pre-Qualification Invitation, dated , 1986 and the EMBRATUR Contract Guidelines, which it undertakes to observe, whenever applicable. This agreement does not constitute any legal relationship between B-M and EMBRATUR, pursuant to item 7.1 of clause seven of the above mentioned Agreement executed between CONTRACTOR and EMBRATUR.

CLAUSE THREE - EXECUTION OF SERVICES

The specific tasks to be accomplished by B-M, pursuant

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to this agreement, will be individually detailed by CONTRACTOR in a statement that will necessarily contain the following:

3.1 All the elements that describe the task, which may be required for a perfect and complete evaluation of the task by CONTRACTOR;

3.2 The prices and conditions for the execution of the services rendered by third parties, whenever applicable;

3.3 The fees due by CONTRACTOR to B-M, observing the specific provisions in this respect contained in this Agreement;

3.4 The prices of any services rendered by B-M, with a detailed evidence of each task accomplished and a reference to the authorization granted by CONTRACTOR for their execution.

CLAUSE FOUR - AUTHORIZATION FOR EXECUTION OF SERVICES

B-M shall only start executing the tasks subject of this Agreement after being, in each case, authorized, expressly and in writing, by CONTRACTOR. CONTRACTOR shall be liable for any expenses that B-M incurs or is responsible for, in the event CONTRACTOR changes the orientation of the work, at its own discretion, after having authorized the execution of same as provided for in this clause.

CLAUSE FIVE - OBLIGATIONS OF B-M

B-M shall accomplish the following:

1. During the term of this agreement and its renewals, B-M shall render the services herein described exclusively to CONTRACTOR.

2. B-M shall keep confidential all the matters disclosed to it by CONTRACTOR as a result of the services to be rendered.

CLAUSE SIX - PAYMENT TO B-M

B-M shall be paid for the services provided for in this

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agreement in accordance with the following:

6.1 CONTRACTOR shall be responsible for the payment of all fees and expenses incurred by B-M, provided that they were previously authorized by CONTRACTOR.

6.2 In order to receive its payment, B-M shall present to CONTRACTOR the invoices corresponding to the services executed, together with the receipts of the expenses, which were previously authorized by CONTRACTOR.

6.3 Payments due B-M shall be made only after receipt by CONTRACTOR of the remuneration due by EMBRATUR to CONTRACTOR pursuant to the Agreement cited above and shall be made by CONTRACTOR to B-M within 30 (thirty) days after presentation of the invoices and expenses receipts, through the execution of an exchange contract observing the laws in force.

6.4 CONTRACTOR will also be liable for the payment of any tax due or which may be due on the payments or respective remittance to B-M (such as income tax or tax on financial operations - IOF). All the payments will be made to B-M in their entirety, i.e., without any withholding; in the event the payments and remittances are subject to any kind of withholding, CONTRACTOR must bear the burden of the amount of withholding, so that B-M can receive the entire net amount of the installments to be paid.

6.5 Any other services that B-M may render to CONTRACTOR which are not included in those provided for in this agreement shall be paid, in each case, pursuant to what the parties may mutually agree upon. Said services may be the following:

- market researches;
- visualization of sketches
- training material;
- technical literature;
- catalogs;
- manuals and other materials that were not specifically designed for advertising or promotion;
- execution of promotional events;

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- services of advising and/or administrative support to establish and develop promotional campaigns and similar activities.

The description of the services to be rendered, as well as the terms for execution and the respective prices shall be object of this agreement, to be executed by the parties.

6.6 CONTRACTOR shall not pay to B-M for the services, fees, layouts or any other expenses, without its previous, definitive and express authorization therefor.

CLAUSE SEVEN - INSPECTION AND AUDIT

EMBRATUR, in its capacity of contractor of the services subcontracted to B-M, has the right to appoint representatives and/or auditors, at any time, to examine and inspect the services executed by B-M, the latter being obliged to offer to EMBRATUR the necessary conditions for the performance of such inspection and audit.

CLAUSE EIGHT - INDUSTRIAL PROPERTY RIGHTS

B-M shall be responsible for any judicial claim proposed by third parties based on the legislation for protection of industrial property rights, which are related to the services under this agreement.

CLAUSE NINE - COPYRIGHTS

The ideas conceived and used for the execution of services under this agreement, as well as the copyrights resulting from the application of such ideas shall belong to CONTRACTOR.

CLAUSE TEN - ADVANCE PAYMENTS

CONTRACTOR shall provide B-M with advance payments to

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bear the expenses related to advising services and/or administrative support, which were required for the preparation and execution of promotional campaigns of Brazil. B-M shall duly justify the use of said advance payments in the respective statements, the CONTRACTOR having the right to refuse the payment of any expenses made by B-M, if CONTRACTOR can justify its disapproval.

CLAUSE ELEVEN - EFFECTIVE DATE AND TERM

This agreement shall only be effective and binding upon the parties after its approval by Empresa Brasileira de Turismo - EMBRATUR and shall be valid for a term of two years, counted from the date hereof. This agreement may be renewed, if CONTRACTOR is interested, through the execution of an addendum.

CLAUSE TWELVE - AMENDMENTS TO THE AGREEMENT

Any and all amendments to this agreement shall be executed by means of an addendum and/or a rectification and ratification of its terms, clauses and conditions.

CLAUSE THIRTEEN - TERMINATION

This agreement shall terminate, without any penalty for the parties, whenever the Agreement for Rendering of Technical Services executed between CONTRACTOR and EMBRATUR is terminated. In this event, B-M has the right to the payments related to services executed up to the date of termination, provided that such services were expressly authorized by CONTRACTOR.

13.1 This agreement shall terminate, regardless of any judicial or extrajudicial notification, if there is any violation of its clauses and conditions, the defaulting party being liable for the losses and damages it may cause.

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CLAUSE FOURTEEN - ASSIGNMENT AND TRANSFER

None of the parties can assign or transfer this agreement or any of its rights or obligations without the written approval of the other party.

CLAUSE FIFTEEN - NOTICES

Any notices related to this agreement shall be deemed given when delivered by certified or registered mail, telegram or telex, in the date same are received in the premises of the other party.

15.1 Any notices to CONTRACTOR shall be addressed as follows:

FISCHER, JUSTUS, YOUNG & RUBICAM COMUNICAÇÕES S.A.
Rua Joaquim Floriano, 397 - 2nd and 8th floors
CEP 04534 - São Paulo - SP, Brazil
Attention: Mr.

15.2 Any notices to B-M shall be addressed as follows:

BURSON & MARSTELLER, INC.
230 Park Avenue South
New York - New York - USA
Attention: Mr.

CLAUSE SIXTEEN - WAIVERS NOT IMPLIED

The failure of any party to give notice of breach of any clause of this agreement, shall not affect the right to require compliance with such clause in the future, nor shall constitute a waiver of its rights to require compliance with said clause if there are new breaches of the same obligation or any other obligation related to this agreement.

By J.
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CLAUSE SEVENTEEN - AMENDMENTS REQUIRED BY LAW

If this Agreement is required to be amended by laws, regulations or governmental policies or by their interpretation, the parties shall agree in an addendum to this Agreement to reflect the amendments required by such laws, regulations or governmental policies or their respective interpretation, the parties providing, if possible, the same economic advantages that each one was entitled to prior to said addendum.

CLAUSE EIGHTEEN - HEADINGS

The clause headings contained in this Agreement have been inserted for convenience only and shall not affect the construction of any of the provisions of this Agreement.

CLAUSE NINETEEN - ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous agreements in connection therewith.

CLAUSE TWENTY - COURTS

The parties hereto elect the Courts of the City of São Paulo as the only competent to decide upon any dispute arising under this Agreement, with the exclusion of any other Courts however privileged they may be.

And, being thus agreed and contracted, the parties executed said 3 (tree) counterparts of this Agreement, in the presence of two witnesses.

São Paulo, *Sept 15*, 1986

FISCHER, JUSTUS, YOUNG & KUBICAM
COMUNICAÇÕES S.A.

[Signature]

BURSON MARSTELLER, INC.

[Signature]

WITNESSES:

1. *[Signature]*
2. *[Signature]*

AGREED:

EMPRESA BRASILEIRA DE TURISMO-EMBRA
TUR

[Signature]
Luiz de Alencar Lara
Diretor-Adjunto de Marketing

RICHARD W. INDORPE
Notary Public, State of New York
No. 4705798
Qualified in Orange County
Certificate Filed in New York County
Commission Expires March 30, 1987

Sworn T. Me on 9/15/86
[Signature]